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THIS CONTRACT is entered	d into in	the Stat	te of Ca	alifornia	by and	betwe	en the	Coun	ty of San E	Bernardino,	
hereinafter called the County,	and				-						
Name											
ESQUIRE DEPOSITION SER	VICES			ł	nereinafte	r called	CC	NTRA	CTOR		
Address											

IT IS HEREBY AGREED AS FOLLOWS:

2850 RED HILL AVE, SUITE 120

SANTA ANA CA 92705

Telephone

949 938-2461

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

The COUNTY of San Bernardino (hereafter called COUNTY) and service provider (hereafter called CONTRACTOR) are parties to this agreement.

Federal ID No. or Social Security No.

22-3779684

WHEREAS, COUNTY is self-insured for its liability and workers' compensation claims and self-administers its own public entity programs, and requires certified shorthand reporter services to effectively manage those programs, and:

WHEREAS, CONTRACTOR is professionally qualified and competent to provide certified shorthand reporter services to assist County in its claims management;

NOW THEREFORE, in consideration of the remuneration hereinafter set forth, CONTRACTOR agrees to provide certified shorthand reporter services for the County on the following terms and conditions.

I. CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES

Α. Contractor will provide certified shorthand reporter services on public liability and workers' compensation claims managed by Risk Management Division through the services of contracted defense attorney firms and the cases handled by legal staff of County Counsel. Certified

- shorthand reporter services generally take place in San Bernardino, Riverside, Los Angeles and Orange Counties.
- B. Contractor will provide State of California Certified Court Reporters for all work under this contract.
- C. Each certified shorthand reporter must maintain current certification by the State of California throughout the term of this contract.
- D. Deposition transcripts, when utilized, will be delivered in ten (10) working days unless expedited service is requested.
- E. All depositions provided shall have been proofed and corrected prior to delivery.
- F. Deposition reporter shall arrive not less than ten (10) minutes early for the assignment in order to be prepared to start the depositions on time.
- G. Transcripts should contain twenty-eight (28) lines per page.

II. SPECIFIC TERMS AND CONDITIONS

- A. The term of the contract(s) awarded will be for a three year period from the date of approval by the COUNTY of San Bernardino Board of Supervisors, beginning on June 26, 2004 and ending June 26, 2007 unless terminated earlier as provided within the awarded contract. If contract negotiations for renewals are delayed for reasons beyond control of the Vendor, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.
- B. Notice of Cancellation: The contract may be terminated by any party for any reason upon 30 days' written notice.
- C. This is a non-exclusive contract and the COUNTY may, if necessary, retain other and/or additional Investigation Services at its sole discretion.

III. CONTRACTOR'S GUARANTEE

A. The CONTRACTOR guarantees its services will be satisfactory to the COUNTY as specified in the RFP and the contract. If the COUNTY is dissatisfied with the CONTRACTOR's services, qualifications of its staff, licenses and/or certifications, the COUNTY has the right to cancel any contract for service and be relieved of the obligation of continuing with the contract.

IV. CONTACT WITH CONTRACTOR

- A. Service requests: Requests for services will be received directly from the COUNTY or the COUNTY's contracted claim adjuster firms (Requesters).
- B. Requesters will participate in evaluating the CONTRACTOR's services.
- C. COUNTY will contact CONTRACTOR with questions regarding invoices.
- D. CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR shall notify the COUNTY when the primary contact will be unavailable/out of the office for one (1) or more workdays. CONTRACTOR shall not change the primary point of contact without written acknowledgement to the COUNTY. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) COUNTY business days.

V. INVOICING, PAYMENT TERMS

A. Invoices

CONTRACTOR shall provide COUNTY invoices for services performed under this contract as follows:

- 1. <u>Invoicing</u>: Invoices for services rendered will be submitted directly to the COUNTY. Invoices will meet, but not be limited to, the following requirements:
 - i. Individually numbered invoices by individual case/COUNTY claim number.
 - ii. Reference to the COUNTY claim number and assigned adjuster on each invoice.
 - iii. Submittal no more than thirty (30) days from the date of service.
 - iv. Identify the requester(s).
 - v. Submittal in duplicate.
 - vi. Delineate each service billed as identified and labeled in the CONTRACTOR's rate

schedule. (See attachment A)

- vii. Identify the "from through" date(s) of service invoiced.
- viii. Identify the per page charge as follows:
 - Full pages (title sheet, indices and exhibit pages count included)
 - Excess lines (add all lines under 28 lines for the total job and divide by 28 to give you additional pages)
 - TOTAL PAGES IN JOB
- ix. Identify whether claim is personal injury or business.
- 2. Provide a monthly billing summary to COUNTY each month, which shall:
 - i. Reflect credit payments.
 - ii. Identify the charges-to-date on the individual case/COUNTY claim number.
 - iii. Identify the "from -through" date(s) of service invoiced.
- 3. Payment: Invoices submitted for payment will be subject to an audit by COUNTY claims adjuster and by outside cost containment adjustors. Confirmation as to the types and quality of services may be obtained form the requestor before payment is made. Payments are normally processed no more than thirty days from invoice receipt.
- B. Rate Guarantee and Escalation: All rates will be considered firm for the entire period of the contract. Rate escalation adjustments will not be considered during the contract period.
- C. Payment: Invoices submitted for payment will be subject to an audit by COUNTY claims adjusters and by outside cost containment auditors. Confirmation as to the types and quality of services may be obtained from the requester before payment is made. Payments are normally processed no more than thirty days from invoice receipt.

VI. GENERAL TERMS AND CONDITIONS

A. General

1. Representation of the COUNTY

In the performance of the contract, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the COUNTY of San Bernardino.

2. **CONTRACTOR's Primary Contact**

The CONTRACTOR will designate an individual to serve as the primary point of contact for the contract. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) business days. CONTRACTOR shall not change the primary point of contact without written notification and acceptance of the COUNTY. CONTRACTOR will also designate a back-up point of contact in the event the Primary contact is not available.

3. Change of Address

CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

CONTRACTOR agrees not to enter into any subcontracting contracts for work contemplated under the contract without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same provisions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontracting.

5. **Contract Assignability**

Without the prior written consent of the COUNTY, the contract is not assignable by CONTRACTOR either in whole or in part.

6. Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers or provisions of the contract shall be valid only when reduced to writing, duly signed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this contract. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and Attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and Attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

9. Venue

The venue of any action or claim brought by any party to this contract will be the Central District Court of San Bernardino COUNTY. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino COUNTY.

10. **Jury Trial Waiver**

CONTRACTOR and COUNTY hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR on any matter arising out of, or in any way connected with this contract, the relationship of CONTRACTOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statue, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this contract. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

12. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this contract, the CONTRACTOR shall notify the COUNTY within one (1) working day, in writing <u>and</u> by telephone.

13. Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the CONTRACTOR, or officer, or employee of the CONTRACTOR.

14. Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this contract.

The COUNTY, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

15. Employment of Former COUNTY Officials

CONTRACTOR agrees to provide or has already provided information on former COUNTY of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also

includes the employment with or representation of vendor. For purposes of this provision, "COUNTY Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

16. Inaccuracies or Misrepresentations

If in the administration of a contract, the COUNTY determines that CONTRACTOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the RFP process; the contract may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

17. Recycled Paper Products

The COUNTY has adopted a recycled product purchasing standards policy (11-10SP), which requires CONTRACTORs to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires CONTRACTORs to use both sides of paper sheets for reports submitted to the COUNTY whenever practical. Vendors are required to submit their responses on recycled paper.

18. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the COUNTY of San Bernardino. These items must be returned to the COUNTY of San Bernardino within ten (10) days, upon written notification to the vendor. In the event of a failure to return the documents, the COUNTY is entitled to pursue any available legal remedies. In addition, the vendor shall be barred from all future solicitations, for a period of at least six (6) months.

19. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the CONTRACTOR pursuant to this contract shall be considered property of the COUNTY upon payment for product/services. All such items shall be delivered to the COUNTY at the completion of work under this contract, subject to the requirements of Section VI, A, 7 (Termination for Convenience). Unless otherwise directed by the COUNTY, CONTRACTOR may retain copies of such items.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this contract or CONTRACTOR's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

21. Disclosure of Criminal and Civil Proceedings

The COUNTY reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the CONTRACTOR. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigation firm. The selected CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of it partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a

court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

22. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

Taxes

COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. CONTRACTOR shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to CONTRACTOR and CONTRACTOR's employees and agents engaged in the performance of this contract.

B. Indemnification and Insurance Requirements

1. Indemnification

The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

a. <u>Workers' Compensation</u> - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

With respect to CONTRACTORs that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. <u>Comprehensive General and Automobile Liability Insurance</u> This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. <u>Errors and Omissions Liability Insurance</u> Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate.

d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of the above required coverage to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

6. **Proof of Coverage**

The CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The COUNTY and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this contract. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the COUNTY.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY, Federal and State representatives for a period of three years after final payment under the contract or until all pending COUNTY, State and Federal audits are completed, whichever is later.

3. Assistance by CONTRACTOR

CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of COUNTY's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.

D. Notices and Filings

This Contract shall be administered by the COUNTY's Risk Manager. All communications, notices and billings in connection with services provided under this contract shall be directed as follows:

For Liability Cases, contact:

Ronald B. Owens

Supervising Liability Claims Representative Risk Management Division/Human Resources 222 West Hospitality Lane, Third Floor San Bernardino CA 92415-0016 909-386-8630

For Workers' Compensation Cases, contact:

Nancy Rice

Supervising Workers' Compensation Adjustor Risk Management Division/Human Resources 222 West Hospitality Lane, Third Floor San Bernardino CA 92415-0016 909-386-9024

COUNTY OF SAN BERNARDINO RISK MANAGEMENT DIVISION

FEE SCHEDULE FOR COURT REPORTER SERVICES

Type of Service	Riverside/San		
	Bernardino County	Orange County	Los Angeles County
Personal Injury (Plaintiff/Applicant)	3.50	3.50	4.00
2. Business	3.60	3.60	4.10
3. Medical	3.75	3.75	4.25
4. Expert	4.00	4.00	4.50
5. Extra Copy	.50 per page	.50 per page	.50 per page
6. Minimum Transcript	125.00	125.00	125.00
7. Waiting Time (hourly)	N/C	N/C	N/C
8. Depos before 8:30 a.m. or after 5:00 p.m.	N/C	N/C	N/C
9. Appearance Fee (no show)	60.00	60.00	100.00
Certification of Non- Appearance	100.00	100.00	100.00
11. Exhibits (per page)	.25 per page	.25 per page	.25 per page
12. Shipping/Handling	15.00	15.00	15.00
13. Saturday/Sunday per diem (per day)	50.00	50.00	50.00
14. Holiday per diem (per day)	50.00	50.00	50.00
15. Expedited Rates	100% following day	100% following day	100% following day
	80% 2 nd day	80% 2 nd day	80% 2 nd day
	60% 3 rd day	60% 3 rd day	60% 3 rd day
	50% 4 th day	50% 4 th day	50% 4 th day
	30% 5 th day	30% 5 th day	30% 5 th day
16. Normal Delivery (days)	10 days	10 days	10 days
17. ASCII Disks, Discovery: ZX	N/C	N/C	N/C
or Comparable, Catlinks, Condensed Transcripts			
Condensed Hanscripts			

N/C = No Charge

COUNTY OF SAN BERNARDINO		ESQUIRE DEPOSITION SERVICES				
		(Print or type nan	ne of corporation, company, contractor, etc.)			
>		Bv ►				
Dennis Hansberger, Chairman, Board of S	upervisors	(Authorized signature - sign in blue ink)				
Dated:		Name <u>STEPHANIE BELLINGER</u>				
SIGNED AND CERTIFIED THAT A COPY	OF THIS	(Print	or type name of person signing contract)			
DOCUMENT HAS BEEN DELIVERED TO	THE	Title SALES EXECUTIVE				
CHAIRMAN OF THE BOARD			(Print or Type)			
Clerk of the Board of So of the County of San Bo		Dated:				
By		Address <u>2850</u>	RED HILL AVE, SUITE 120			
Deputy		0.4.1.1	TA ANIA GA 00705			
		<u>SAN</u>	TA ANA CA 92705			
Approved as to Legal Form	d as to Legal Form Reviewed by Contra		Presented to BOS for Signature			
•	.		_ _			
County Counsel			Department Head			
Date	Date		Date			

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			